IN THE SUPREME COURT OF FLORIDA

CASE NO.: SC11-2590
L.T. NO.: 2D11-1188

GRANADA LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., VELINDA STRAUB, PAOLO FERRARI, MICHAEL OROFINO, and KW PROPERTY MANAGEMENT CONSULTING, LLC.,

Petitioners,

vs.

METRO-DADE INVESTMENTS CO., and SANTA BARBARA LANDINGS PROPERTY OWNER'S ASSOCIATION, INC.,

Respondents.

PETITIONERS' INITIAL BRIEF ON THE MERITS

ON REVIEW FROM A DECISION ENTERED BY THE SECOND DISTRICT COURT OF APPEAL, FLORIDA

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INTRODUCTION

This case is before the Court on conflict jurisdiction. Petitioners seek review of the Second District Court of Appeal's decision reversing the trial court's order denying appointment of a receiver to manage the affairs of a condominium association. *Metro-Dade Investments, Co. v. Granada Lakes Villas Condominium, Inc.*, 74 So. 3d 593 (Fla. 2d DCA 2011). The Second District reversed the trial court's finding that it did not have authority to appoint a receiver, holding that the trial court, as a court of equity, had the inherent right to appoint a receiver in place of the elected board of directors for a condominium association, though such authority is not provided for under Florida's Condominium Act. Chap. 718, Fla. Stat. The Condominium Act establishes a detailed scheme for the creation, sale, and operation of condominiums. Had the Legislature intended to permit courts to appoint receivers to replace elected boards of directors to manage the affairs of a condominium outside of the control of the unit owners, such powers would have been explicitly provided within the statute.

Moreover, the decision of the Second District Court of Appeal is in direct conflict with the Third District Court of Appeal's decision in *All Seasons Condominium Ass'n. v. Busca*, 8 So. 3d 434 (Fla. 3d DCA 2009). Petitioners assert that the Third District's acknowledgement of a trial court's limitation to appoint a receiver in light of the Florida Condominium Act reflects the proper

analysis. Petitioners respectfully request that this Court reverse the decision of the Second District Court of Appeal and remand the case with instructions to reinstate and affirm the trial court's decision denying appointment of a receiver.

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STATEMENT OF THE CASE AND OF THE FACTS

A. THE NATURE OF THE CASE

Respondent-Plaintiff, Metro-Dade Investments, Co. ("Metro-Dade") is the developer and owner of 55 units in the Granada Lakes Villas; a condominium which is part of a larger development known as Santa Barbara Landings. (R.2.3,¶¶10-11).[1] Santa Barbara Landings is controlled by Respondent-Plaintiff, Santa Barbara Landings Property Owners Association, Inc. ("Santa Barbara"); the Master Association for the development. (R.2.3,¶10). Metro-Dade and Santa Barbara are involved in an ongoing financial dispute with the Petitioner-Defendant, Granada Lakes Condominium Association, Inc. ("Granada Lakes"). Santa Barbara, the master association claims that Granada Lakes, the condominium association, has not forwarded dues and assessments for certain maintenance and utility items, a shortfall that has been paid by Metro-Dade. (R.2.3,¶¶14-15). In contrast, Granada Lakes has asserts that the Metro-Dade has failed to pay its dues and assessments on the 55 units it owns in the Granada Lake Community, liens have been recorded against those units, and consequently, Santa Barbara and Metro-Dade are actually indebted to Granada Lakes. (R.1.2)

[1] The Record for this Appeal, which was from a non-final order, is contained in a Two Volume Appendix filed by the Respondents in their Second District appeal. Citations to the Record will be to the tabbed pleading, motion, or transcript, and then to the page number. (R.__.__).

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Metro-Dade and Santa Barbara have filed a separate action against Granada Lakes seeking to recover monetary damages.[2] Granada Lakes filed a mortgage foreclosure action against Metro-Dade's units and the Unit Owners have brought additional legal actions against Santa Barbara and the Metro-Dade for shoddy construction and building violations.[3] The instant action, though seeking monetary damages, is primarily directed at wresting control of Granada Lakes away from its elected Board of Directors and Unit Owners through judicial appointment of a receiver to manage and control the association. (R.2.5¶20-6,¶25);(R.4,1-19).

B. THE COURSE OF PROCEEDINGS

On or about February 9, 2009, Metro-Dade and Santa Barbara filed a multi-count Complaint against Granada Lakes seeking: (1) damages; (2) removal of Association board members; (3) an accounting; (4) injunctive relief; and (5) specific performance. *See* (R.2.1-16). On or about October 14, 2010, Granada Lakes filed its Answer and Affirmative Defenses. *See* (R.3.1-11).

On November 30, 2010, Metro-Dade and Santa Barbara filed an Emergency Motion for Receiver and Injunction requesting that the trial court appoint a receiver to manage the affairs of Granada Lakes. *See* (R.4.1-19). On December 10, 2011, Granada Lakes filed a Response in Opposition, asserting that the trial court's

[2] *Metro-Dade Investments, Co. v. Granada Lakes Villas Condominium Ass'n., Inc.*, Collier County Circuit Court Case No.: 10-1597-CA.

[3] *Hjelseth v. Santa Barbara*, Collier County Circuit Court Case No.: 07-2984CA and *Ferrari v. Santa Barbara*, Collier County Circuit Court Case No.: 10-6176CA.

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jurisdiction to appoint a receiver for a community association is limited by the narrow purview of Florida Statute § 718.1124. *See* (R.7.1-10).

On December 13, 2010, the trial court held a hearing on the Emergency Motion for Receiver and Injunction, after which the trial court orally granted the motion to appoint a receiver and temporary injunction. (R.11). On December 15, 2010, Granada Lakes filed an Emergency Motion for Re-Hearing, Motion for Referral to Mediation and Supporting Memorandum of Law in Opposition to Plaintiffs' Motion for Appointment of a Receiver. *See* (R.8.1-9).

On February 1, 2011, the trial court conducted an evidentiary hearing to determine whether conditions existed that would justify appointment of a receiver. (R.12). At the hearing, the trial court noted:

> [U]pon consideration of the memorandum of law and argument of counsel, this court must conclude that this court lacks jurisdiction to appoint the receiver. The case law submitted by plaintiff, while it recognizes the inherent power of the Court, are not case specific to the facts of this case. Where in this case we have a specific statute which identifies the grounds upon which the receiver can be appointed.

(R.12,88 lines 4-14). On February 9, 2011, the trial court entered a written Order stating that it "lacks jurisdiction to appoint a receiver." (R.1). The trial court further noted: "There is no statutory basis which authorizes the Court to appoint a receiver to manage the affairs of a condominium association. The caselaw submitted, while recognizing the inherent power of the Court, are not case specific to the facts of this case." (R.1.5).

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On March 4, 2011, pursuant to Rule 9.130(4) of the Florida Rules of Appellate Procedure, Metro-Dade and Santa Barbara served a notice of appeal of the trial Court's February 9, 2011 order, and on March 31, 2011, filed their Initial Brief. Metro-Dade and Santa Barbara argued that the evidence presented at the February 1, 2011 hearing established that the health, safety, and welfare of Granada Lake's residents were in jeopardy. Accordingly, they argued that the trial court was not confined to the narrow purview of the Condominium Act when determining whether to appoint a receiver. Metro-Dade and Santa Barbara maintained that the trial court had inherent equitable authority to appoint a receiver where the equities warranted court intervention.

On May 16, 2011, Granada Lakes filed its Answer Brief. Granada Lakes noted that condominiums are strictly creatures of statue. The Florida Condominium Act dictates that all of the rights, powers, and obligations of a condominium are found in its governing documents or Chapter 718 of Florida Statues. Therefore, Granada Lakes argued that the trial court's authority to regulate a condominium association is limited to the circumstances set forth in the statute. Specifically, Granada Lakes maintained that Florida Statutes §§ 617.1432, 718.117, and 718.1124 limit when a receiver can be appointed for a nonprofit condominium association and therefore the trial court has no inherent authority to appoint a

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receiver outside of the narrow confines presented in Florida Statutes §§ 617.1432, 718.117, and 718.1124.

C. THE DISPOSITION IN THE LOWER TRIBUNAL

On November 23, 2011, the Second District Court of Appeal reversed the trial court's February 9, 2011, Order and remanded for further proceedings. *Metro-Dade Investments Co. v. Granada Lakes Villas Condominium, Inc.*, 74 So. 3d 593 (Fla. 2d DCA 2011). The Second District held that Florida Statutes §§ 617.1432, 718.117, and 718.1124 did not restrict a trial court's broad equitable authority to appoint a receiver; rather, the statues merely cited to specific instances when a receiver might be appointed. *Id.* at 595. The Second District further ruled that a trial court's right to appoint a receiver is inherent in a court of equity, not a statutorily created right. *Id.* at 594.

Granada Lakes sought review with this Court, noting that this decision was in direct and express conflict with the Third District Court of Appeal's decision in *All Seasons Condominium Ass'n. v. Busca*, 8 So. 3d 434 (Fla. 3d DCA 2009). On July 24, 2012, this Court accepted jurisdiction.

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STANDARD OF REVIEW

This is a Petition for discretionary review of a District Court order reversing a trial court order refusing to appoint a receiver to manage a condominium association. There are no factual issues in dispute. This Petition presents a pure question of law. The standard of review for the correct application of an existing rule of law and for pure questions of law is *de novo*. *See Canakaris v. Canakaris*, 382 So. 2d 1197, 1202 (Fla. 1980). This Court may decide all issues of law without deference to any lower court. *Coleman v. Fla. Ins. Guaranty Assoc., Inc.*, 517 So. 2d 686 (Fla. 1988).

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SUMMARY OF THE ARGUMENT

The Second District Court of Appeal's decision reversing the trial court's refusal to appoint a receiver to manage the affairs of a condominium association, *Metro-Dade Investments, Co. v. Granada Lakes Villas Condominium, Inc.*, 74 So. 3d 593 (Fla. 2d DCA 2011), was incorrect and is in direct conflict with the Third District Court of Appeal's decision in *All Seasons Condominium Ass'n. v. Busca*, 8 So. 3d 434 (Fla. 3d DCA 2009). While Florida's Condominium Act establishes a detailed scheme for the creation, sale, and operation of condominiums, the Second District found that the trial court's authority to appoint a receiver was not limited by the statute, holding that the court had the inherent authority to appoint a receiver to manage and control a condominium association. This decision was incorrect.

If the Legislature had intended to permit courts to appoint receivers to replace elected boards of directors to manage the affairs of a condominium, such powers would have been explicitly provided in the statute. The statute expressly limits the situations where a receiver can be appointed. The Condominium Act only permits appointment of a receiver where vacancies on the board of directors have prevented a quorum and created a deadlock, § 718.1124, Fla. Stat. or following a natural disaster, § 718.117, Fla. Stat. Neither of these scenarios is present and at issue in this case.

The Third District, in *All Seasons*, properly reversed a trial court's appointment of a receiver recognizing that there was no cognizable basis under the Florida Condominium Act to support appointment of a receiver. The trial court properly determined, on rehearing, that the circuit court should not become entangled in a dispute where, if there was a serious problem affecting association members, those members have the statutory right and ability to rectify or ameliorate the problem by voting out or recalling the board members.

Finally, Section 617.1432, Florida Statutes, relating to Not-For-Profit corporations provides for the appointment of receiver when a judicial proceeding has been initiated to dissolve the corporation. *See Phillips v. Greene*, 994 So. 2d 371 (Fla. 3d DCA 2008). That section is inapplicable to the facts in our case, and thus, a receiver cannot be appointed pursuant to § 617.1432, Fla. Stat.

For the foregoing reasons, the decision of the Second Circuit should be reversed, and the case remanded to reinstate the decision of the trial court.

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ARGUMENT AND CITATIONS OF AUTHORITY

This Court has jurisdiction to issue a writ of certiorari under Article V, Section 3(b)(3) of the Florida Constitution and Rule 9.030(a)(2)(A)(iv) of the Florida Rules of Appellate Procedure. Certiorari is the proper vehicle to request review of a decision that expressly and directly conflicts with the decision of another district court of appeal. *See Bionetics Corp. v. Kenniasty*, 69 So. 3d 933, 934 (Fla. 2011). The nature of the relief sought by this petition is a writ of certiorari requesting review of the Second District Court of Appeal's decision that directly and expressly conflicts with the Third District Court of Appeal's decision in *All Seasons Condominium Ass'n. v. Busca*, 8 So. 3d 434 (Fla. 3d DCA 2009).

I. CONDOMINIUMS ARE STRICTLY CREATURES OF STATUTE

Condominiums are strictly creatures of statute in Florida and their operation and governance is controlled, first, by the Florida Condominium Act, and then, by the condominium's governing documents. *Woodside Village Condominium Ass'n, Inc. v. Jahren*, 806 So. 2d 452, 456 (Fla. 2002). The Condominium Act, Fla. Stat. Chapter 718, "establishes a detailed scheme for the creation, sale, and operation of condominiums." *Id.* Courts must look both to the statutory scheme as well as to the Declaration of Condominium and other documents to determine the legal rights of the owners and the association. *Id.*

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Thus, with respect to the operation of the condominium association, all of the rights and powers delegated to condominiums, and obligations required of condominiums, are contained exclusively within the Florida Condominium Act as set forth by the Florida Legislature. *Century Village, Inc. v. Wellington E, F, K, L, H, J, M, and G Condominium Ass'n.*, 361 So. 2d 128 (Fla. 1978). The Legislature has broad discretion to fashion such remedies as it deems necessary to protect interests of parties involved, which includes both the condominium association and property owners within each association. *Id.* at 133.

A. THE APPOINTMENT OF A RECEIVER FOR A CONDOMINIUM ASSOCIATION MUST COMPLY WITH THE STATUTORY SCHEME OF THE CONDOMINIUM ACT

A receiver is a person or company appointed by a government entity, court, or other party to take over the day-to-day operation of an entity authorized to do such things as pay the bills of the entity, collect income for the entity, and schedule necessary repairs on behalf of the entity. *See generally* Fletcher Cyclopedia of the Law of Corporations §§ 7664-7666 (2012). The receiver stands in the shoes of the person or entity he or she is replacing, and in the association context, the receiver would be functioning as the board of directors. *Id.*

With respect to the appointment of a receiver to operate a condominium association, the trial court, here, correctly concluded that there was no statutory support for such an appointment. (R.1,5)("There is no statutory basis which authorizes the Court to appoint a receiver to manage the affairs of a condominium

association."). This is because the Condominium Act specifically sets forth when a receiver may be appointed over an association's elected board of directors. One such situation is described in § 718.1124, Florida Statutes, which permits the appointment of a receiver if the association, itself, fails to fill the vacancies on the board sufficient to constitute a quorum. Specifically, § 718.1124 states:

> (1) If an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may give notice of his or her intent to apply to the circuit court within whose jurisdiction the condominium lies for the appointment of a receiver to manage the affairs of the association.

§ 718.1124, Fla. Stat.

Similarly, §718.117(7), Florida Statutes, allows for the appointment of receiver following a natural disaster.

> (7) Natural disasters.--
>
> (a) If, after a natural disaster, the identity of the directors or their right to hold office is in doubt, if they are deceased or unable to act, if they fail or refuse to act, or if they cannot be located, any interested person may petition the circuit court to determine the identity of the directors or, if found to be in the best interests of the unit owners, to appoint a receiver to conclude the affairs of the association after a hearing following notice to such persons as the court directs. Lienholders shall be given notice of the petition and have the right to propose persons for the consideration by the court as receiver. If a receiver is appointed, the court shall direct the receiver to provide to all unit owners written notice of his or her appointment as receiver. Such notice shall be mailed or delivered within 10 days after the appointment. Notice by mail to a unit owner shall be sent to the address used by the county property appraiser for notice to the unit owner.

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> (b) The receiver shall have all powers given to the board pursuant to the declaration, bylaws, and subsection (6), and any other powers that are necessary to conclude the affairs of the association and are set forth in the order of appointment. The appointment of the receiver is subject to the bonding requirements of such order. The order shall also provide for the payment of a reasonable fee to the receiver from the sources identified in the order, which may include rents, profits, incomes, maintenance fees, or special assessments collected from the condominium property.

§ 718.117(7), Fla. Stat.

Both §§ 718.1124 and 718.117(7) are situations where the governing board of directors is no longer able to function. That is not the case here and neither §§ 718.1124 nor 718.117(7) is applicable to warrant appointment of a receiver. The Granada Lake association does not have any vacancies on its board preventing a quorum and there has been no natural disaster that interfered with the continued functioning of the association. If the members of Granada Lakes are unhappy with the operation of *their* association by *their elected representatives*, they are free to vote them out and replace them. They have chosen not to do so, and their elected board of directors continues to manage and direct the affairs of the association. The Second District Court of Appeal ignored the statutory limitations and reversed the decision of the trial judge that was consistent with both the language and the intent of the Condominium Act. This was error mandating reversal.

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B. THERE IS NO STATUTORY AUTHORITY TO SUPPORT APPOINTMENT OF A RECEIVER TO MANAGE A CONDOMINIUM ASSOCIATION UNDER THESE FACTS

The Florida Legislature provided nothing to authorize court interference with respect to a condominium association's functioning, properly-elected governing board. Noticeably absent from the Second District Court of Appeal's decision is ***any*** specific statutory authority for the trial court to appoint a receiver for the Association in this case. Rather, the Second District founded its decision on the generic legal principal that a trial court has the inherent authority to appoint a receiver in a civil action.[4] While Granada Lakes does not dispute this general legal proposition, the Condominium Act specifically sets forth the factual scenarios that would warrant appointment of a receiver for a condominium board of directors. *See Heron at Destin West Beach & Bay Resort Condominium Ass'n., Inc. v. Osprey at Destin West Beach & Bay Resort Condominium Ass'n., Inc.*, ___ So. 3d ___, 2012 WL 2546063 (Fla. 1st DCA July 3, 2012) *citing McKendry v. State*, 641 So. 2d 45, 46 (Fla.1994)(Common law rules of statutory interpretation confirm that the more specific statutory provision controls over the more general.).

[4] The "granting and continuing of injunctions rests in the sound discretion of the Court, dependent upon surrounding circumstances." *Bay N Gulf, Inc. v. Anchor Seafood, Inc.*, 971 So. 2d 842, 843 (Fla. 3d DCA 2007); *Precision Tune Auto Care, Inc. v. Radcliff*, 731 So. 2d 744, 745 (Fla. 4th DCA 1999) *citing Davis v. Wilson*, 139 Fla. 698, 190 So. 716, 718 (1939). A trial court also has the inherent authority to reconsider, modify and dissolve its interlocutory orders. *Bettez v. City of Miami*, 510 So. 2d 1242, 1243 (Fla. 3d DCA 1987).

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> [A] specific statute covering a particular subject area always controls over a statute covering the same and other subjects in more general terms. The more specific statute is considered to be an exception to the general terms of the more comprehensive statute.

Id. Furthermore, the "plain meaning" of the statute is always to be given effect in a condominium setting. *Scudder v. Greenbrier C. Condominium Ass'n., Inc.*, 663 So. 2d 1362 (Fla. 4th DCA 1995).

The Florida Legislature has declared that absent an interlocking board or natural disaster, a condominium association's members, not a trial court, are to determine whether the association should be transformed democratically by either voting to change the constitution of its board of directors or by amending its declaration and bylaws to effect necessary changes. Thus, the Second District's decision, here, is inconsistent with the law in Florida that condominiums are strictly creatures of statute defined by the Legislature.

C. THE SECOND DISTRICT COURT OF APPEAL'S DECISION IS IN CONFLICT WITH THE THIRD DISTRICT COURT OF APPEAL'S DECISION IN *ALL SEASONS*

Furthermore, this decision expressly and directly conflicts with the Third District Court of Appeal's decision in *All Seasons Condominium Ass'n., Inc. v. Busca*, 8 So. 3d 434 (Fla. 3d DCA 2009). In *All Seasons*, a case nearly identical to the present case, certain condominium unit owners sued the association for monetary damages arising out of its alleged failure to properly maintain and repair the common elements. *Id.*, at 435. The trial court appointed a receiver to conduct

the maintenance and repair process more efficiently. *Id. See also Busca v. All Seasons Condo. Ass'n,* 983 So. 2d 1212 (Fla. 3d DCA 2008). The association appealed the trial court's appointment of a receiver, and Senior Judge Alan R. Schwartz reversed with directions to vacate the order because there was "simply no cognizable basis for such an appointment of a receiver in such a case." *Id.*

The "cognizable bas[e]s" that the Third District references are clearly those set forth in § 718.1124, Fla. Stat. and § 718.117(7), Fla. Stat. The Condominium Act lists specific instances where a receiver can be appointed (interlocking board without a quorum to end the deadlock and a natural disaster). Neither scenario was present in *All Seasons*, and neither is present in this case. Respondents assert that the current Boards are not working in concert with the Master Association to address the condominium's problems. *See generally* (R.2.1-16). Under the rationale of *All Seasons*, efficient management of a condominium association is not a cognizable basis to appoint a receiver to control the association. *All Seasons*, 8 So. 3d at 435. Thus, even if the Second District thought the Granada Lakes Association was not maintaining the property properly, that is not a cognizable basis under Florida law to appoint a receiver.

On rehearing, the trial court in *All Seasons* was correct in determining, that the circuit court should not become entangled in a dispute where an association's members have the statutory right and ability to rectify or ameliorate association

problem by voting out or recalling their board members. Specifically, in this case, the Respondents admit that they own fifty-five (55) units within the Association,[5] but they have been unsuccessful in obtaining their ends through the democratic electoral process of replacing members of the board of directors with candidates who hold similar management views. In other words, Metro-Dade is attempting to use the vehicle of receivership to obtain by court order a result that they have been unable to obtain through the process of association elections. This further lends support to Granada Lake's assertion that the specific statutory scheme set forth in the Condominium Act does not countenance a board takeover by way of the appointment of a receiver by a frustrated minority ownership group.[6]

The management and operation of Granada Lakes Villas is not one of the cognizable bases for the appointment of a receiver under the Condominium Act. The statute specifically states the factual scenarios that warrant the appointment of a receiver, and the *All Seasons* Court was correct in rejecting the appointment of a receiver to efficiently repair and maintain a condominium. Granada Lakes respectfully requests that the Second District's opinion be reversed and vacated, and the trial court instructed to deny the appointment of a receiver to maintain and repair Granada Lakes.

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[5] *See* (R.2.3,¶11).

[6] The Respondents definitively state that they are seeking to remove the elected Board Members and effectively replace them with a Court-appointed receiver. *See* (R.2.6,¶¶23-25).

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II. THE ASSOCIATION IS NOT IN DISSOLUTION MAKING SECTION 617.1432 IRRELEVANT

The only other avenue through which one could seek appointment of a receiver is the Not-for-Profit Corporation Act. Section 617.1432 states, in pertinent part:

> (1) A court in a judicial proceeding brought to dissolve a corporation may appoint one or more receivers to wind up and liquidate, or one or more custodians to manage, the affairs of the corporation. The court shall hold a hearing, after notifying all parties to the proceeding and any interested persons designated by the court, before appointing a receiver or custodian. The court appointing a receiver or custodian has exclusive jurisdiction over the corporation and all of its property wherever located.

§ 617.1432(1), Fla. Stat.

This statute limits appointment of a receiver for a not-for-profit corporation, such as the association, to when a judicial proceeding has been initiated to dissolve the corporation. *See Phillips v. Greene*, 994 So. 2d 371 (Fla. 3d DCA 2008). Clearly, neither the parties, nor any third parties, have filed a lawsuit seeking to dissolve the association as a not-for-profit corporation. Thus, the Respondents are not entitled to the appointment of a receiver pursuant to § 617.1432(1), Fla. Stat.

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CONCLUSION

As the trial court correctly noted in its Order, that none of the cases Plaintiffs relied on were "case specific to the facts of this case." (R.1.5). *All Seasons* is directly on point. The Second District avoided *All Seasons* by mischaracterizing the issue as one of circuit court authority, ignoring the context of a receivership appointment for a condominium association governed by Florida's Condominium Act. The trial court correctly recognized that "we have a specific statute which identifies the grounds upon which the receiver can be appointed" (R.12.88 lines 11-14) and that its authority was limited by those statutes.

The Second District's decision directly conflicts with the Third District's decision in *All Seasons Condominium Ass'n, Inc. v. Busca*. Unlike *All Seasons* the Second District failed to recognize the mandates of the Condominium Act, and the absence of a basis under the Condominium Act, to appoint a receiver over an association. The elected board of directors for an association is subject to re-election and recall by its membership where it fails in its management and care over association duties. The Second District's decision opens the door to judicial entanglement with elected association boards over management decisions that should only be judged by their membership and fidelity to the governing declaration and bylaws of the condominium association.

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WHEREFORE, based upon the reason and authority set forth above, Petitioners, GRANADA LAKES VILLAS CONDOMINIUM ASSOCIATION, INC., VELINDA STRAUB, PAOLO FERRARI, MICHAEL OROFINO, and KW PROPERTY MANAGEMENT CONSULTING, LLC., respectfully request that this Court reverse the decision of the Second District Court of Appeal, reinstate the decision of the Circuit Court, and reaffirm that receivers cannot be appointed over an elected board of directors for a condominium association except as authorized under the Florida's Condominium Act.

Respectfully submitted,

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and accurate copy of the foregoing was served via Electronic Mail and U.S. Mail this 10th day of September 2012 to Jeffrey P. Shapiro, Esq., Shapiro Ramos, P.A., Biscayne Building – Suite 516, 19 West Flagler Street, Miami, Florida 33130, jps@shapiroramos.com; Jose M. Herrera, Esq., 2350 Coral Way – Suite 201, Miami, Florida 33145, jmh@herreralawfirm.com; and Denise V. Powers, Esq., Denise V. Powers, P.A. 2600 Douglas Road – Suite 607, Coral Gables, Florida 33134, dvpowers@bellsouth.net.

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JOHN S. PENTON, JR.

CERTIFICATE OF COMPLIANCE

I FURTHER CERTIFY that the foregoing Petition for Writ of Certiorari has been produced in a 14-point Times New Roman type, a font that is not proportionately spaced and in compliance with Fla. R. App. P. 9.210(a)(2), 9.220 and 9.100(l).

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JOHN S. PENTON, JR.